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October 3, 2017

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

**Re: Master License Agreement between Southeastern Pennsylvania
Transportation Authority and PECO Energy Company**

Dear Ms. Chiavetta:

Enclosed for filing and approval pursuant to §507 of the Public Utility Code is a Master License Agreement between Southeastern Pennsylvania Transportation Authority (“SEPTA”) and PECO Energy Company (“PECO”). Please forward the Master License Agreement to the Bureau of Technical Utility Services Department for approval.

The purpose of this Master License Agreement is to enable the parties to combine license agreements and for PECO to maintain transmission facilities on SEPTA property.

Thank you for your consideration. If you have any questions or comments, please feel free to contact me.

Very truly yours,

/s/ Maryellen T. White

Maryellen T. White
Paralegal

/mtw
Enclosure

cc: John C. Halderman, Esquire

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MASTER LICENSE AGREEMENT BY AND BETWEEN SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY, LICENSOR, AND PECO ENERGY COMPANY, LICENSEE, REGARDING PECO'S LONGITUDINAL TRANSMISSION FACILITIES LOCATED ON SEPTA'S RIGHTS-OF-WAY

SEPTA REGISTRY NO. 6062

THIS MASTER LICENSE AGREEMENT (this "License Agreement") is made on this 2nd day of October, 2017, retroactively effective July 1, 2017 (herein "Effective Date"), by and between Southeastern Pennsylvania Transportation Authority (herein "Licensor" or "SEPTA"), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10th Floor, Philadelphia, Pennsylvania 19107-3780, and PECO Energy Company (herein "PECO" or "Licensee"), a Pennsylvania corporation, with its principal address located at 2301 Market Street, Philadelphia, Pennsylvania 19103 (herein individually "Party", collectively "Parties").

BACKGROUND

WHEREAS, SEPTA owns the rights-of-way that contain the Chestnut Hill West Branch, the West Chester Branch and the Norristown High Speed Line, which are depicted as the portions of rights-of-way shown on the maps attached hereto and incorporated herewith as Exhibit "A"; and

WHEREAS, on or about November 4, 1958, SEPTA's predecessor, The Connecting Railway Company and The Pennsylvania Railroad Company, operating the railroad of The Connecting Railway Company as lessee through its lease of The Philadelphia and Trenton Rail Road Company, and PECO, formerly known as Philadelphia Electric Company, entered into a longitudinal transmission license agreement identified as RTA 480 (herein "the Original 480 Agreement") regarding use of a portion of the railroad right-of-way that contains the Chestnut Hill West Branch, line code 1128, (herein "480 ROW"); and

WHEREAS, on or about October 31, 2008, the term of the Original 480 Agreement, as amended, expired and continued thereafter on a year-to-year basis; and

WHEREAS, on or about October 27, 1959, SEPTA's predecessor, The Pennsylvania Railroad Company and PECO, formerly known as Philadelphia Electric Company, entered into a longitudinal transmission license agreement identified as RTA 412 (herein "Original 412 Agreement") for use of a portion of the railroad right-of-way that contains the West Chester Branch, line code 1130, (herein "412 ROW").

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WHEREAS, on or about July 1, 2010, the terms of the Original 412 Agreement expired and continued thereafter on a year-to-year basis.

WHEREAS, on or about July 12, 1957, SEPTA's predecessor, The Pennsylvania Railroad Company and PECO, formerly known as Philadelphia Electric Company, entered into a longitudinal transmission license agreement identified as RTA 417 (herein "Original 417 Agreement") for use of a portion of the railroad right-of-way that contains the West Chester Branch, line code 1130, (herein "417 ROW").

WHEREAS, on or about September 1, 2007, the terms of the Original 417 Agreement expired and continued thereafter on a year-to-year basis.

WHEREAS, on or about November 21, 1957, SEPTA's predecessor, Philadelphia Suburban Transportation Company, and PECO, formerly known as Philadelphia Electric Company, entered into a longitudinal transmission license agreement identified as RTA 414 (herein "Original 414 Agreement") for use a portion of the right-of-way that contains the Norristown High Speed Line (herein "414 ROW").

WHEREAS, on or about January 8, 2008, the term of the Original 414 Agreement expired and continued thereafter on a year to year basis.

WHEREAS, the Parties desire to enter into this License Agreement, replacing the Original 480 Agreement, Original 412 Agreement, Original 417 Agreement and Original 414 Agreement (herein collectively, the "Original Agreements"), with respect to PECO's use of the 480 ROW, 412 ROW, 417 ROW and 414 ROW (herein collectively, the "ROWS").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the Parties do hereby covenant and agree as follows:

GRANT OF LICENSE

1. The above recitals and background are hereby incorporated into the body of this License Agreement.

2. SEPTA, insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of PECO that are to be kept and performed by PECO, hereby grants to PECO a license ("License") on the ROWS as shown on Exhibit "A" attached hereto and incorporated into this License Agreement (herein collectively, the "Licensed Area"), together with access across the ROWS to the Licensed Area. The Original Agreements are hereby terminated. SEPTA hereby waives, releases, covenants not to sue and forever discharges PECO, of and from any and all claims for outstanding rent or other payments that may be due under the

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Original Agreements. The Parties may from time to time, as mutually agreed upon, amend this License Agreement to include additional longitudinal transmission line occupancies as existing agreements expire or as new longitudinal occupancies are desired by PECO.

Within the Licensed Area, PECO may erect, construct, install, use, operate, patrol, inspect, maintain, repair, alter, renew, reconstruct and remove (herein individually and/or collectively "Work") material and equipment of PECO required for transmitting, distributing, controlling, transforming, and switching electrical energy, including, but not limited to, poles, towers, structures or columns of wood, steel or other material, crossarms, insulators, line hardware, guys, anchors, switches, disconnects, conduits, pipes, manholes, cables, conductors, wires, terminals for aerial to underground, communications fiber and similar related equipment and appurtenances, not, however, including buildings (herein collectively, "PECO Facilities"). This License will encumber only the physical space and dimensions actually required and used for the PECO facilities.

3. a. The initial term of this License is 25 years (herein "Initial Term") commencing on the Effective Date. PECO shall have, and is hereby granted, the right to extend the License for an additional 25 years (herein "Optional Term"); provided, however, PECO is not at the time of the exercise of its rights under this provision in default under any provision of this License Agreement, nor has committed any act or failure to act which, but for the passage of time or the giving of notice would constitute a default under this License Agreement. The Optional Term shall be considered exercised unless PECO sends to SEPTA written notice (herein "Notice") of termination at least 90 days, but no more than 180 days, prior to the end of the Initial Term. The Notice is the sole responsibility of PECO.

b. PECO shall pay SEPTA an annual fee ("Annual Rental") payable within 45 days after the Effective Date. The Annual Rental for the first year of the Initial Term is \$1,782,000.00 as further detailed on Exhibit "B" attached hereto and incorporated herewith. Additionally, PECO agrees to pay SEPTA a one-time agreement preparation fee of \$1,000.00. Effective after the first year of the Initial Term and each year thereafter, PECO shall pay to SEPTA, as adjusted Annual Rental, pro-rated on a monthly basis, an amount computed to offset any net decline in the purchasing power of the dollar, as reflected in the United States Department of Labor, Consumer Price Index (All Urban Consumers - Philadelphia, PA - Wilmington, DE - Atlantic City, NJ (1982-84=100)), hereinafter referred to as the "CPI". In no event shall such increase in Annual Rental exceed three percent (3%) per annum. The adjusted Annual Rental shall be calculated by multiplying the Annual Rental payable at the commencement of this License by a fraction of which the numerator shall be the CPI for the month of June in the calendar year with respect to which such adjustment is being made and the denominator shall be the CPI for the month of June of the previous year. If the CPI or a successor or

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substitute index is not available, a reliable governmental or other non-partisan publication, acceptable to both Parties, evaluating the information theretofore used in determining the CPI shall be used. Adjusted Annual Rental shall be payable with 45 days after receipt by PECO of notice from SEPTA. If the SEPTA fails to give the notice of the adjusted Annual Rental, the PECO shall continue to pay the monthly installments of Annual Rental in the amounts previously payable; provided, however, that upon the SEPTA giving the notice of the adjusted Annual Rental and amount due, the PECO shall promptly pay to the SEPTA the amount equal to the difference between the Annual Rental actually paid and the Annual Rental which would have been payable had the SEPTA given the PECO the notice of rent adjustment.

c. SEPTA shall, as part consideration hereof and without any charge, have the right to attach to the PECO Facilities on the 480 ROW present and future catenary systems, transmission and power lines, SEPTA's signal apparatus, signal and communication lines, 11 kv feeder line, ground wires used exclusively by SEPTA and all insulators, apparatus, and appurtenances related to any of these items, and any other facilities necessary to SEPTA operations, together with a 11 kv line and appurtenances on 216 PECO structures on the 414 ROW (herein collectively "SEPTA Facilities").

d. If the PECO structures used by SEPTA should require modification as a result of any attachments by SEPTA, SEPTA will pay PECO the reasonable cost of such modification.

e. If the SEPTA structures used by PECO should require modification as a result of any attachments by PECO, PECO will pay SEPTA the reasonable cost of such modification.

f. Facilities shall be maintained, repaired, and renewed by and at the sole cost and expense of the owner of said Facilities.

4. The Parties hereby acknowledge and agree that there will be three distinct procedures established regarding notice to and approval by SEPTA of the performance of Work on the Licensed Area by PECO and/or its contractor(s) (herein "Access Procedures"). The designation and applicability of each Access Procedure is dependent upon the nature of the Work to be performed, as described below. Nevertheless, for any occasion of Work to be performed in the Licensed Area or within the ROWS, the workers of PECO and its contractor (if applicable) must have received applicable track safety training from SEPTA and provide advance notice to SEPTA prior to entering onto SEPTA property.

a. The first Access Procedure will be that which is applicable to Work that involves inspections or visual observations and does not require Work within ten (10) feet of SEPTA tracks or Facilities, which work shall be referred to as "Routine

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Work.” Work that is necessary for response to an Emergency condition or situation (as defined below in Section 7.b) shall also be deemed to be and treated as Routine Work for the purpose of determining which Access Procedure is applicable. SEPTA and PECO agree to work together to establish a more detailed, mutually acceptable procedure as the Access Procedure for Routine Work as defined herein. Once agreed upon, the Routine Work Access Procedure will be memorialized in a writing that is drafted, and signed by both Parties, as an amendment to this License Agreement.

b. The second Access Procedure will be that which is applicable to Work, performed solely by PECO employees, that is more than merely inspection or visual observation. Any work or activities that include the handling of facilities or structures, the use of equipment in or near the ROW, the need to enter into the track area, or actions that have the potential of fouling or entering the track area, shall fall under this second category, which shall be referred to as “Planned Work.” SEPTA and PECO agree to work together to establish an Access Procedure, for Planned Work, that is reasonable with regard to timeframe and paperwork requirements, so as to not unnecessarily delay PECO’s Planned Work. Once agreed upon, the Planned Work Access Procedure will be memorialized in a writing that is drafted, and signed by both Parties, as an amendment to this License Agreement.

c. The third Access Procedure will be that which is applicable to Work performed by a contractor on PECO’s behalf, and this category of Work shall be referred to as “Contractor Work.” For all Contractor Work, the contractor and PECO shall comply with SEPTA’s formal right-of-entry permitting process, which at the time of execution of this License Agreement is being revised by SEPTA to be more efficient. The contractor, or PECO on behalf of the contractor, shall complete a right-of-entry permit application. The contractor or PECO shall execute the right-of-entry permit agreement prior to commencing any Contractor Work.

d. Any Work for which PECO knows that roadway worker flagging or power protection (railroad or rail transit) services is needed or there is a potential to foul the tracks shall be treated by PECO as Planned Work and the Access Procedure for Planned Work shall be applicable. However, if at any time SEPTA deems flagging or other protection is necessary or preferred to ensure protection of its operations, property, employees, or patrons, during PECO’s Work on the Licensed Area, then SEPTA shall have the right to furnish such appropriate protection solely at the risk, cost and expense of PECO. PECO hereby acknowledges and agrees that it will bear the full cost and expense thereof, and will reimburse SEPTA promptly upon demand. SEPTA’s furnishing or failure to furnish flagging or other protection shall not release PECO from any and all other liabilities allocated and/or assumed by PECO under the terms of this License Agreement.

5. a. Work on the PECO Facilities or the SEPTA Facilities shall be in

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exact accordance with plans approved by the other Party; provided such approval is not unreasonably withheld, conditioned or delayed. No departure shall be made at any time therefrom except upon written permission, which permission shall not be unreasonably withheld, conditioned or delayed, granted by the other Party unless any regulatory body with proper jurisdiction has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, and/or removal of such Facilities.

b. Work on the PECO Facilities shall be performed under such general conditions as will be satisfactory to and approved by the Chief Engineer and as will not interfere with SEPTA's proper and safe use, operation and enjoyment of SEPTA's property.

6. If either Party desires or is required, as herein provided, to revise, increase the size of, or alter in any manner whatsoever its Facilities, the Party shall submit plans to the other Party and obtain the written approval, which approval shall not be unreasonably withheld, conditioned or delayed, before performance of Work and the terms and conditions of this License Agreement with respect to the original construction shall apply thereto. Both Parties reserve the right to make reasonable adjustments in the fees charged.

7. a. Each Party shall maintain, repair and renew its Facilities and shall, upon written notice from the other Party requiring it so to do, promptly make such maintenance, repairs and renewals thereto. Each Party, for the purpose of protecting and safe-guarding its property, patrons and/or employees from damage or injury, may, upon ten (10) days' written notice to the other Party (except in the case of an Emergency), make such repairs and renewals to the other Party's Facilities and furnish such material therefor as it deems adequate and necessary to maintain, repair and/or renew such Facilities, all at the sole reasonable cost and expense of the other Party.

b. "Emergency", as used herein, means a condition causing an actual interruption to, or interference with (i) the operation of a Party, if any, or (ii) the operation of their respective Facilities for their intended purposes; also, any condition that (iii) caused or is causing any loss or injury to any property of a Party, if any, the employees of any of them or of any other individual or entity, or (iv) if not immediately corrected, could imminently cause such interruption, interference, loss or injury.

8. Each Party shall each comply with all federal, state and local laws and any other applicable codes, such as the National Electrical Safety Code applicable to their respective Facilities, and assume all costs and expenses and responsibility in connection therewith in connection with their respective Facilities.

9. a. For §§ 9, 10, 18.g and 18.h of this License Agreement (i) "SEPTA"

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means SEPTA, its employees, officers, board members, agents, and successors and assigns; and (ii) "PECO" means PECO, its employees, officers, board members, agents, and successors and assigns.

b. PECO, hereby agrees that it shall, except to the extent caused by the negligence of SEPTA, (i) remise, release and forever quit claim and discharge; and (ii) fully defend, indemnify and hold harmless, SEPTA from and against any and all claims, losses, demands, damages, suits, liabilities, charges, penalties, fines, settlement payments or expenses (including, but not limited to, the fees and costs of attorneys and other professionals) of any kind or nature whatsoever, associated with or resulting from bodily injury, sickness, disease, death, loss of property, loss of use of property, or damage to or destruction of property (including, but not limited to, SEPTA's property, PECO's property and/or the property of third parties) arising out of, resulting from, related to, or occurring in connection with: PECO's use of the Licensed Area; the design, placement, installation, existence, condition, operation, or management of the PECO Facilities on the Licensed Area; PECO's work or actions on or involving the Licensed Area; the failure to maintain the PECO Facilities in accordance with good and proper industry practices; any breach, default, failure or negligence by PECO with regard to any representation, performance, obligation, commitment, promise or warranty contained in this License Agreement; or PECO's negligent or willful misconduct impacting the PECO Facilities, the Licensed Area, the ROWS, or any real property, facilities, or personal property near the Licensed Area.

c. SEPTA hereby agrees that it shall, except to the extent caused by the negligence of PECO, (i) remise, release and forever quit claim and discharge; and (ii) fully defend indemnify and hold harmless, PECO from and against any and all claims, losses, demands, damages, suits, liabilities, charges, penalties, fines, settlement payments or expenses (including, but not limited to, the fees and costs of attorneys and other professionals) of any kind or nature whatsoever, associated with or resulting from bodily injury, sickness, disease, death, loss of property, loss of use of property, or damage to or destruction of property (including, but not limited to, SEPTA's property PECO's property, and/or the property of third parties) arising out of, resulting from, related to, or occurring in connection with: SEPTA's use of the its property near or including the Licensed Area; the design, placement, installation, existence, condition, operation, or management of the SEPTA Facilities on the Licensed Area; SEPTA's work or actions on or involving the Licensed Area; the failure to maintain the SEPTA Facilities in accordance with good and proper industry practices; any breach, default, failure or negligence by SEPTA with regard to any representation, performance, obligation, commitment, promise or warranty contained in this License Agreement; or SEPTA's negligent or willful misconduct impacting the SEPTA Facilities, the Licensed Area, the ROWS, or any real property, facilities, or personal property near the Licensed Area.

d. Notwithstanding any other provision of this License Agreement,

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SEPTA's obligations hereunder shall not exceed or be contrary to the immunities, limitations on damages and defenses available to SEPTA under the Sovereign Immunity Act of 1980 (42 Pa.C.S. § 8501 *et seq.*) and other law.

10. a. Each Party shall keep other Party fully informed of all matters involving, concerning or relating to the defense and indemnification of the other Party. Each Party shall have the right to review any and all correspondence, pleadings, or filings prior to any such correspondence, pleading, or filing being submitted. The indemnifying Party shall take no factual or legal position that is contrary to the indemnified Party's position or rights including, in the case of SEPTA, any rights or immunities bestowed upon SEPTA under the Sovereign Immunity Act, 42 Pa.C.S. § 8501 *et seq.* In the event that the Indemnifying Party or its attorney or insurer fails or refuses to defend and indemnify the indemnified Party, or the indemnified Party reasonably believes that its rights may be adversely affected or prejudiced, the indemnified Party may select counsel of its own choice and defend against any such claim at indemnifying Party's sole reasonable cost and expense.

b. The Parties also expressly and irrevocably agree to forego any protection afforded under § 303(b), as amended, of Pennsylvania's Workers' Compensation Act, 77 P.S. § 481(b).

c. The release and indemnification provisions of §§ 9 and 10 shall be for those events that may be sustained during the existence of this License Agreement and upon or after the termination of this License Agreement, as a result, direct or indirect, of the indemnifying Party's performance under this License Agreement. The Party's respective obligations under §§ 9 and 10 hereof shall survive the expiration of this License Agreement.

11. a. Upon verification that the PECO Facilities are causing inductive interference, PECO shall promptly remedy such inductive interference growing out of, or resulting from the presence, condition or use of, the PECO Facilities; and if PECO fails to do so immediately, then SEPTA may do so, and PECO agrees to pay to SEPTA on demand the full reasonable cost and expense thereof.

b. Notwithstanding any other provision in this License Agreement, PECO acknowledges that SEPTA shall have the right to recapture SEPTA's property at any time for transportation and/or railroad purposes by giving PECO 365 days' advance written notice at the addresses cited in § 19. However, in the event SEPTA deems it necessary to recapture SEPTA's property, SEPTA shall provide to PECO an alternative location upon SEPTA property, on which PECO may relocate the impacted PECO Facilities ("Relocation"). An action of recapture shall be deemed to be and treated as Relocation and shall be performed in accordance with Section 13 below.

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12. In the event a Party performs Work on the other Party's Facilities and/or furnishes material under the stipulated right to perform Work on the other Party's Facilities, the other Party will pay to the Party performing the Work (i) the actual cost of labor plus the then current applicable overhead percentages for indirect expenses and (ii) the actual cost of material plus the then current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses. The Parties acknowledge that the aforementioned labor, material and overhead charges are to be applied at the rates that are in effect at the time of the performance of the Work and/or supply of material relating to the Work. The other Party will pay such bills to the Party performing the Work within 30 days of receipt thereof.

13. In the event that SEPTA changes grade or alignment or performs improvements in or additions to the Licensed Area, PECO shall, at its sole cost and expense, and upon request in writing of SEPTA, promptly change the location of the PECO Facilities to an alternate location upon SEPTA property which shall be deemed an act of Relocation. It is the intent of the Parties that the execution of the License hereunder after an act of Relocation shall at all times comply with the terms and conditions of this License Agreement. The timeframe for any such Relocation shall be as the Parties reasonably and in good faith agree, but in no event shall it be more than 18 months from the date of PECO's receipt of notice of such Relocation request.

14. Upon termination of this License Agreement or upon the removal or abandonment of the PECO Facilities, all the rights, title, obligations, and interest of PECO hereunder shall cease and terminate and this License Agreement shall thereupon become and be null and void, without any liability on the part of either Party to the other Party except only as to any fees and liability accrued prior thereto. SEPTA shall remove the SEPTA Facilities from the PECO's structures, and PECO shall remove the PECO Facilities from the Licensed Area and shall restore the Licensed Area within one year of termination. If either Party fails or refuses to remove its Facilities under the foregoing conditions, each Party shall be privileged to remove the other Party's Facilities at the actual, reasonable cost and expense of other Party.

15. a. PECO shall be responsible for any settlement caused to the roadbed, right-of-way and/or tracks, facilities, and appurtenances of SEPTA arising from or as a result of the installation, use, maintenance, repair, alteration, renewal and/or removal of the PECO Facilities by or on behalf of PECO. PECO will restore same to the reasonable satisfaction of SEPTA. If PECO fails or refuses to comply therewith following written notification to PECO with a reasonable time to cure (except in the case of an Emergency), then SEPTA or its duly authorized agent may make such repairs or adjustments or changes in location and provide necessary material therefor in which case PECO will pay to SEPTA the full actual, reasonable cost and expense of same.

b. If as a result of the Work on/or use of the PECO Facilities, PECO or

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its contractor or agent interrupts, damages or destroys a facility of a third-party utility company or telecommunications company, the PECO will be responsible for reimbursing the pertinent utility company or telecommunications company for the damages that the utility company or telecommunications company incurred as applicable.

16. If during the term of this License Agreement an assessment, tax or charge of any kind shall be made against SEPTA or its property by reason of the creation or use of the License or Work performed on the PECO Facilities, PECO covenants and agrees to pay promptly to SEPTA upon bills tendered therefore the full amount of any assessment, tax or charge of any kind that is levied, charged, assessed or imposed against SEPTA or its property during the term of this License Agreement by reason of the creation or use of this License or the installation, use, maintenance, repair, alteration, renewal and/or removal of the PECO Facilities.

17. PECO for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (1) that no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under the Licensed Area and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination, and (3) that PECO shall use the Licensed Area in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964; and as said regulations may be amended.

18. a. The term “Hazardous Substances” (“Hazardous Substance” in the singular) as used in this License Agreement shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government that has jurisdiction over the Licensed Area, the PECO Facilities, or SEPTA’s real estate in which the PECO Facilities are located and one hundred (100) feet on each side of the PECO Facilities. PECO acknowledges that it is aware of a known presence of lead paint on the ROWS.

b. As to PECO’s occupation within the Licensed Area, PECO and its contractor shall not knowingly cause or permit to occur:

i. Any violation of any federal, state or local law, statute,

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ordinance or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Licensed Area or PECO Facilities, or arising from PECO's or its contractor's use or occupancy of SEPTA's real estate including, but not limited to, soil and ground water conditions; or

ii. The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Licensed Area or PECO Facilities, or the transportation to or from SEPTA's real estate of any Hazardous Substance, except as specifically provided in the License Agreement or any exhibit or amendment thereto; provided, however, that the use and storage of petroleum products in the ordinary course of PECO's business or of its contractors' business shall be permitted.

c. As to PECO's occupation within the Licensed Area, PECO and PECO's contractor shall, at PECO's own expense, comply with all laws regulating the use, generation, storage, transportation and disposal of Hazardous Substances ("Environmental Laws").

d. As to PECO's occupation and its contractor's activities within the Licensed Area, PECO and PECO's contractor shall, at PECO's own expense, maintain all records and make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under all Environmental Laws.

e. Should any governmental authority or any third-party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs within the Licensed Area caused by PECO or its contractor then PECO shall, at PECO's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and PECO shall carry out all such clean-up plans (which shall have the prior written approval of SEPTA) at PECO's own expense.

f. If SEPTA requests from PECO information regarding PECO's use, generation, storage transportation or disposal of Hazardous Substances, PECO shall promptly provide such information to SEPTA. If PECO fails to fulfill any duty imposed under § 18 within a reasonable time following PECO's receipt of written notification, SEPTA may do so and charge PECO for all actual, reasonable expenses incurred by SEPTA; and in such case, PECO shall cooperate with SEPTA in order to prepare all documents SEPTA deems necessary or appropriate to determine the applicability of the Environmental Laws to the Licensed Area and PECO's activities, and for compliance therewith, and PECO shall execute all reasonably required documents promptly upon SEPTA's request. No such action by SEPTA and no attempt made by SEPTA or PECO to mitigate damages under Environmental Laws shall constitute a waiver of any of PECO's obligations under § 18.

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g. PECO shall indemnify, defend, and hold harmless SEPTA from and against all fines, suits, procedures, claims, and actions of every kind (including, but not limited to the costs of remediation), and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances caused by PECO or its contractor on the Licensed Area or from PECO's failure to provide all or any information, make all or any submissions, and take all or any steps required by all governmental authorities under Environmental Laws or this License Agreement with respect thereto.

h. PECO's obligations and liabilities pursuant to the provisions of § 18 shall survive the expiration of this License Agreement.

19. Every notice, approval, consent, demand or other communication required or permitted under this License Agreement shall be deemed sufficiently given by one Party when received by the other Party after being sent postage prepaid by United States Postal Service certified or registered mail or by overnight courier addressed as follows:

If to SEPTA: Director of Real Estate
 Southeastern Pennsylvania
 Transportation Authority
 1234 Market Street, 10th Floor
 Philadelphia, PA 19107-3780

with a copy to: General Counsel
 Southeastern Pennsylvania
 Transportation Authority
 1234 Market Street, 5th Floor
 Philadelphia, PA 19107-3780

If to PECO: Manager, Real Estate & Facilities
 PECO Energy Company
 2301 Market Street, N3-3
 Philadelphia, PA 19103

with a copy to: General Counsel
 PECO Energy Company
 2301 Market Street
 Philadelphia, PA 19103

Either Party may change its address by notice given to the other.

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20. a. The rights conferred hereby shall be the privilege of PECO only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated within this License Agreement without the consent and agreement in writing of SEPTA being first had and obtained; provided such consent and agreement shall not be unreasonably withheld, conditioned or delayed. PECO shall advise SEPTA of its successors and assigns within 30 days of such succession and assignment.

b. Notwithstanding § 20.a., PECO shall have the right, without SEPTA's consent, to assign this License Agreement to any parent, subsidiary or affiliate, or to any person, firm, corporation or entity that shall control, be under the control of, or be under common control with PECO, or to any person, firm, corporation or entity into or with which PECO may be merged or consolidated or that purchases all or substantially all of the assets or stock of PECO.

c. The terms of this License Agreement shall be binding and effective upon all the Parties, and unless and until terminated this License Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

21. All matters or claims arising out of, related to, or in connection with this License Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with this License Agreement, shall be solely and exclusively brought, maintained, resolved, and enforced in the state or federal courts that are located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and *forum non conveniens*, including but not limited to any choices PECO may have under any such rules or law. PECO hereby expressly consents to the jurisdiction of the state and federal courts that are located in the City of Philadelphia and hereby expressly and irrevocably waives any objection that PECO may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in the City of Philadelphia and (ii) to any claim that such court is inconvenient or lacks personal jurisdiction over PECO. PECO represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by PECO. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by PECO of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

22. a. At all times after the execution of this License Agreement, PECO shall carry and maintain or self-insure, at its expense, insurance coverage as specified on Exhibit "C". Throughout the term of the License Agreement, any insurance requirements for any right-of-entry permit agreement(s) involving PECO and/or its contractor shall be

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determined in accordance with SEPTA's review of the application for the right-of-entry permit and the right-of-entry permit agreement.

b. SEPTA is a self-insured entity under Pennsylvania insurance law, and SEPTA agrees to self-insure to the extent and of the nature appropriate to fulfill its obligations under this License Agreement. A certificate of insurance or other evidence of self-insurance certifying this requirement can be provided to PECO upon request.

23. This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. a. PECO shall file a copy of this License Agreement with the Pennsylvania Public Utility Commission promptly upon the execution hereof and the 33rd day after such filing shall be the date of this License Agreement, unless prior to such date proceedings are instituted as provide in Section 507 of the Pennsylvania Public Utility Law, Title 66, and in the event of the institution of such proceedings, then this License Agreement shall become effective as to PECO only after approval by the Pennsylvania Public Utility Commission.

b. It is agreed and understood by the Parties that this License Agreement is subject to and contingent upon the approval of SEPTA's Board as well as the Federal Transit Administration (FTA).

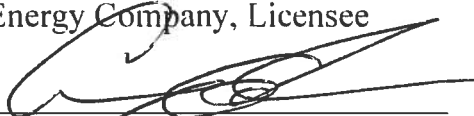
25. If PECO's right to exercise the rights herein granted shall be challenged through legal process by any third party on the grounds that SEPTA did not have sufficient interest to grant such rights, SEPTA consents and agrees, insofar as it may be lawfully do so, to the acquisition by PECO of the disputed rights by (or in lieu of) the power of eminent domain, but in the event of the exercise of such power by PECO, such rights shall be subject to and exercised in accordance with the terms and provisions of this License Agreement other than the payment of Annual Rental for the portion so acquired by PECO.

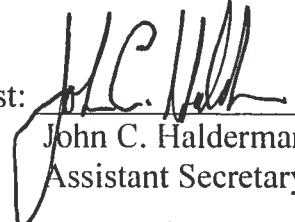

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IN WITNESS WHEREOF, the Parties intending to be legally bound hereby have caused this License Agreement to be duly executed and delivered as of the date first above written.

PECO Energy Company, Licensee

By: 
Craig L. Adams
President

Attest:  
John C. Halderman
Assistant Secretary

Date: October 2, 2017

Date: October 2, 2017

Southeastern Pennsylvania
Transportation Authority, Licensor

By: _____
Jeffrey D. Knueppel
General Manager

Attest: _____
Carol R. Looby
Board Secretary

Date: _____

Date: _____

Approved as to Form

By: _____
Office of General Counsel, SEPTA
(CD # 4293)

EXECUTION COPY

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By: _____
Craig L. Adams
President

Attest: _____
John C. Halderman
Assistant Secretary

Date: _____

Date: _____

Southeastern Pennsylvania
Transportation Authority, Licensor

By: Jeffrey D. Nnueppel
Jeffrey D. Nnueppel
General Manager

Attest: Carol R. Looby
Carol R. Looby
Board Secretary

Date: 10/2/17

Date: 10/2/17

Approved as to Form

By: P. Lettman
Office of General Counsel, SEPTA
(CD # 4293)

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DRAWINGS OF ROWS

Exhibit "A"

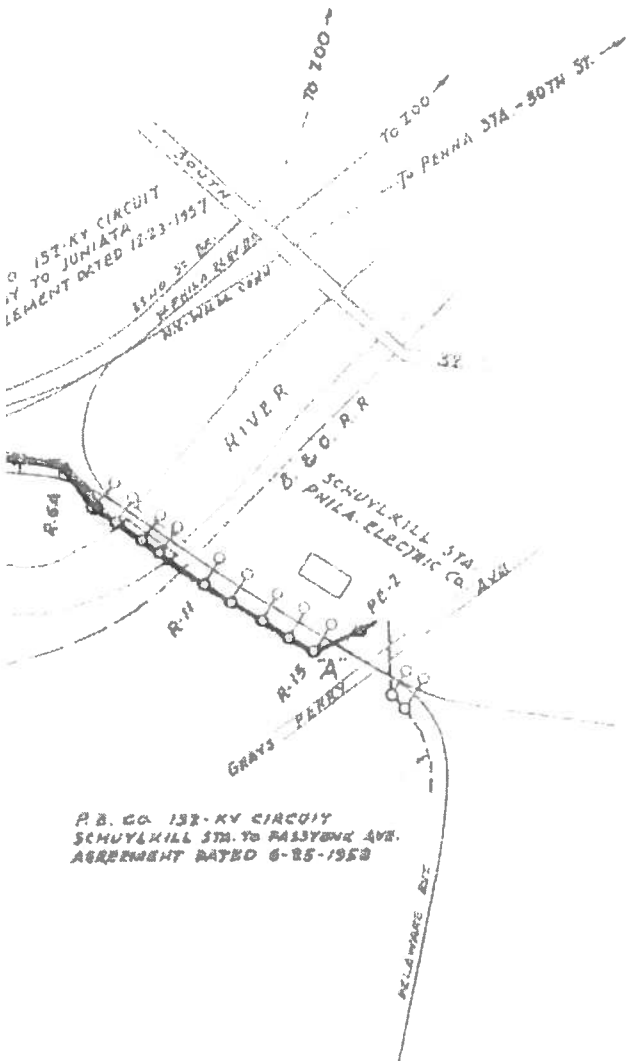


EXHIBIT "A"

THE PENNSYLVANIA RAILROAD

PHILADELPHIA REGION

PHILADELPHIA DISTRICT

PLAN TO ACCOMPANY AGREEMENT WITH THE PHILADELPHIA ELECTRIC COMPANY FOR TRANSMISSION LINE ON PROPERTY OF THE PENNSYLVANIA RAILROAD COMPANY - ONE CIRCUIT, 3-PHASE, 3-WIRE, 66-KV, 795,000 CM ACSR CONDUCTOR, 4/0 COPPER GROUND WIRE, FROM THE SCHUYLKILL GENERATING STATION OF THE PHILADELPHIA ELECTRIC COMPANY AT 28TH AND CHRISTIAN STREETS, PHILADELPHIA, PA., ALONG THE DELAWARE EXTENSION, THE PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD, THE OCTORARO BRANCH, THE NEWTOWN SQUARE BRANCH, AND THE CARDINGTON BRANCH TO THE UPPER DARBY SUBSTATION OF THE PHILADELPHIA ELECTRIC COMPANY AT LONG LANE AND MARSHALL ROAD, UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PA.

45FF-39

SCALE: 1" = 1000'

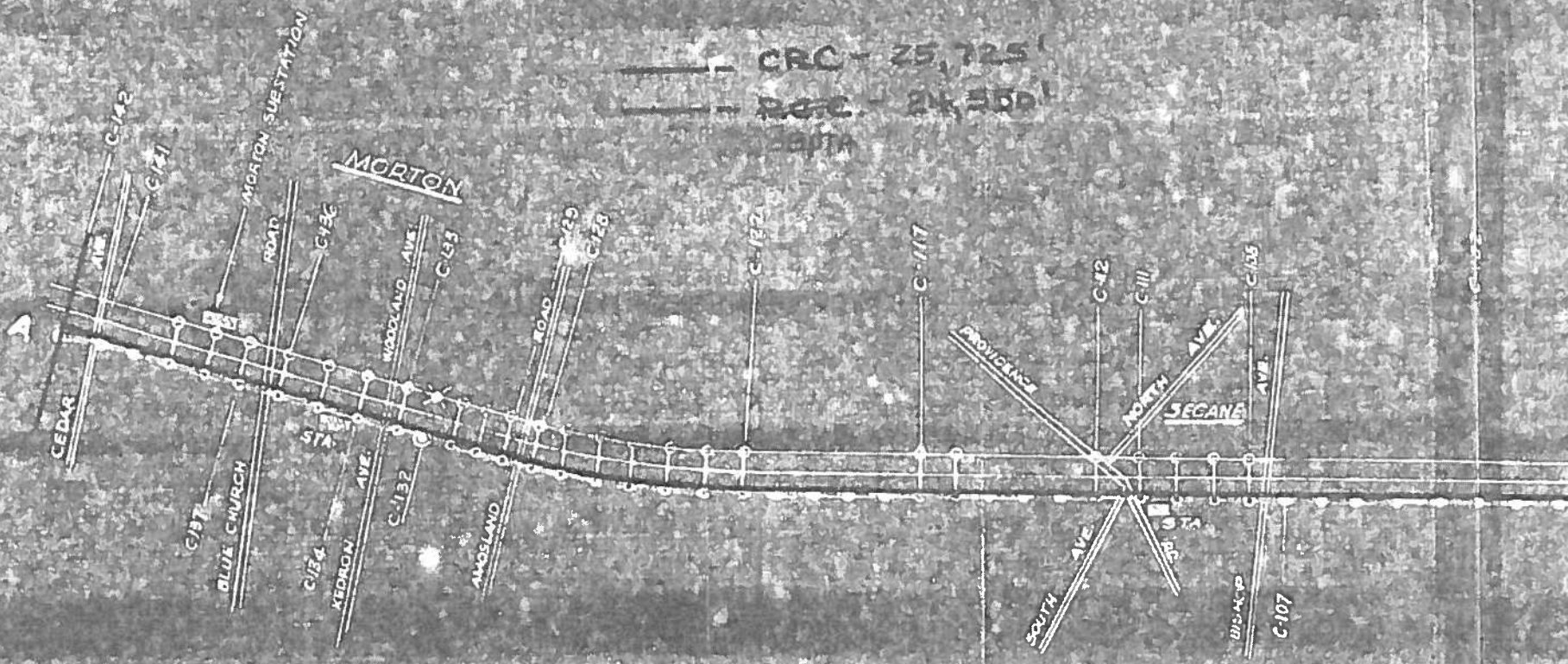
OFFICE OF ELECTRICAL ENGINEER, PHILADELPHIA

DATE 4-1-1959

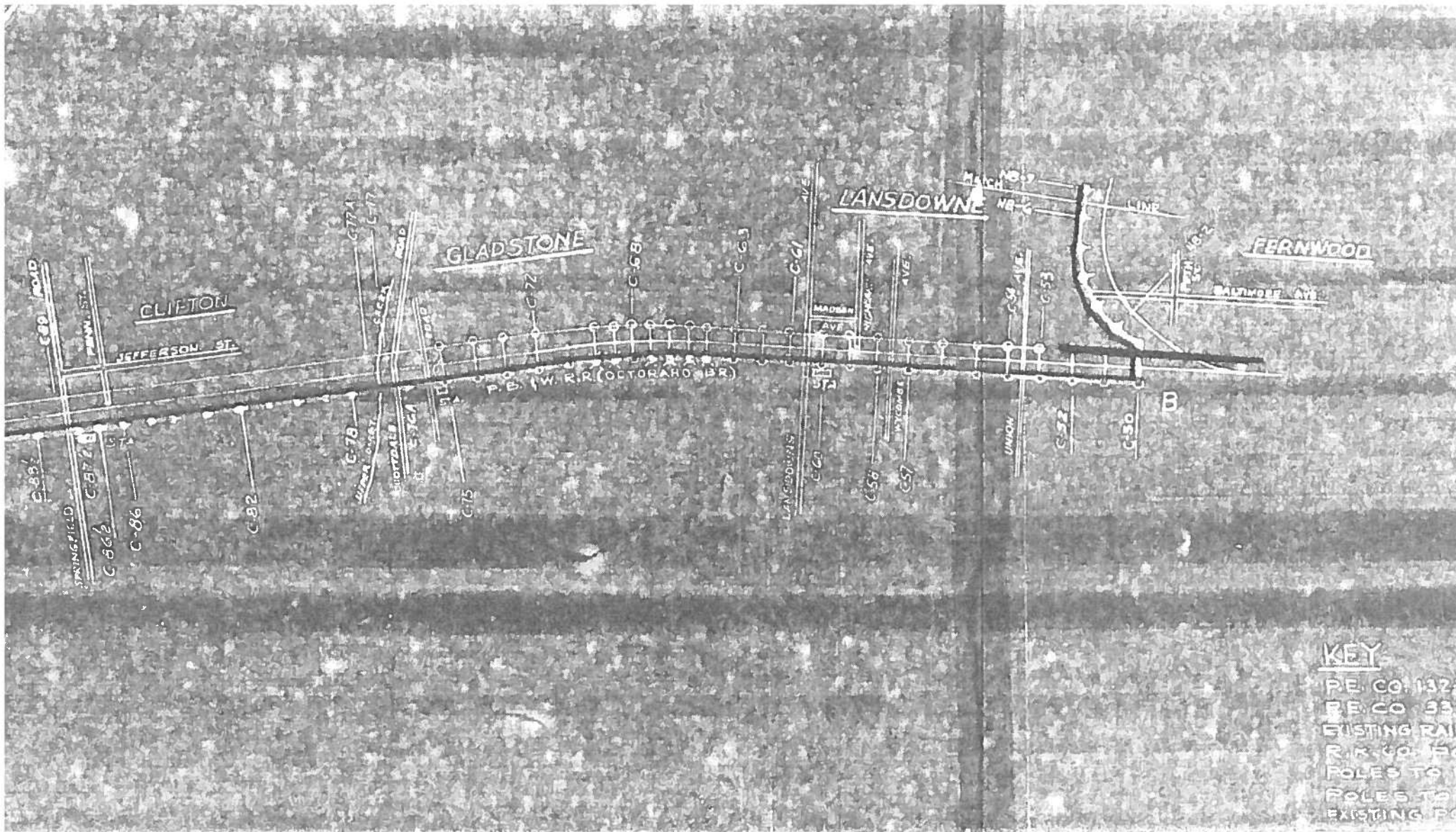
J. W. Harne

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Drawing of 414 ROW is on file with the Parties.



VA 8091
 L.C. 1136-1130
 24115-402-35
 1271207 277-35



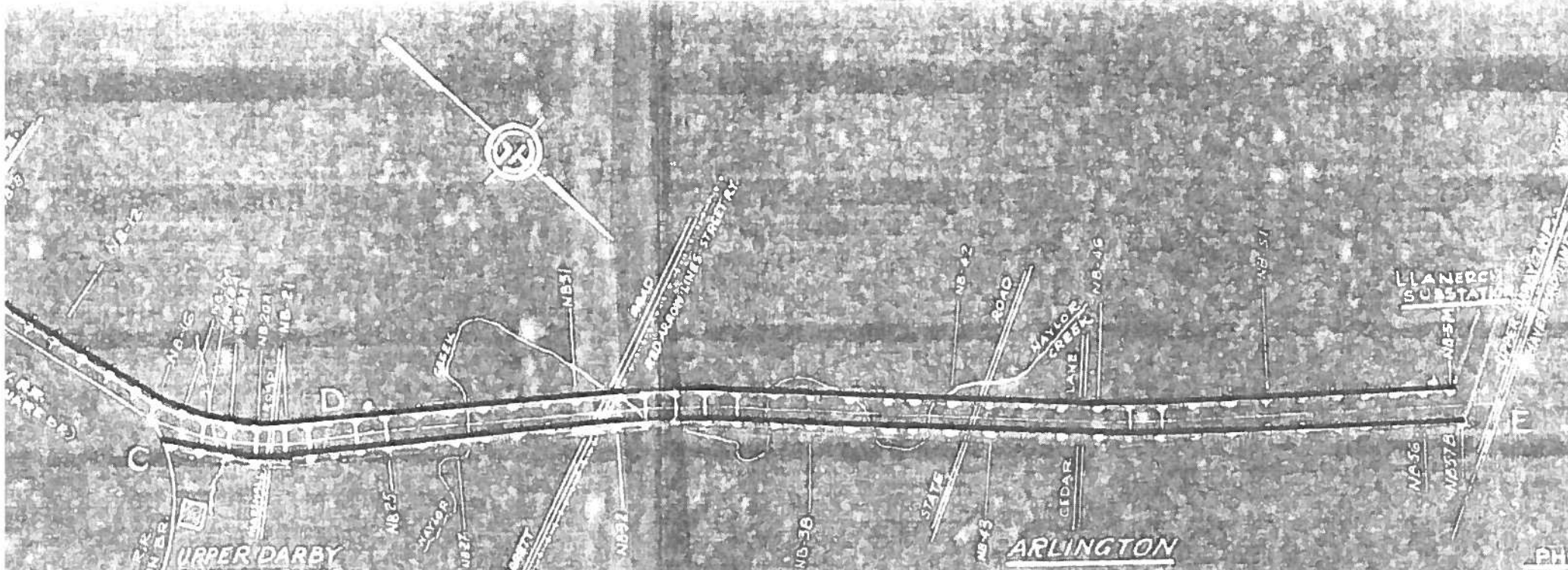
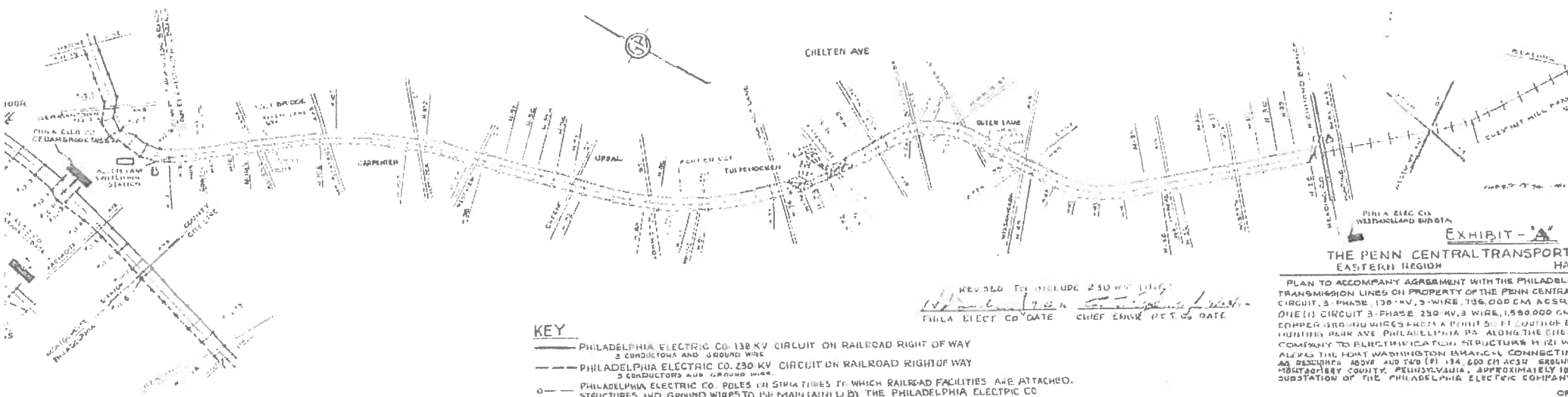


EXHIBIT "A"

PLAN TO ACCOMPANY AGREEMENT FOR THE CONSTRUCTION OF TRANSMISSION LINES ON ONE (1) CIRCUIT, 3-PHASE, 138 KV, STRUCTURE G-142, WEST BRANCH OF THE PHILADELPHIA ELECTRIC COMPANY, VIA FERNWOOD CONDUCTOR, (INITIALLY 3-WIRE, 1/2 ACSR CONDUCTOR) PHILADELPHIA ELECTRIC COMPANY, IN DELAWARE COUNTY, PA.

WIRE TO BE REFERRED TO PHILADELPHIA ELECTRIC COMPANY — ○
 WHICH IS TO BE ATTACHED TO 138 KV CIRCUIT IS TO BE ATTACHED — — — ○
 OWNERS AND MAINTAINED BY P. E. CO. — — — — — ○
 MAINTAINED BY P. E. CO. — — — — — ○
 BY P. E. CO. OR MODIFIED FOR 138 KV LINE — — — — — ○

SCALE: 1" = 1000'



KEY

- PHILADELPHIA ELECTRIC CO. 138 KV CIRCUIT ON RAILROAD RIGHT OF WAY
3 CONDUCTORS AND GROUND WIRE
- PHILADELPHIA ELECTRIC CO. 230 KV CIRCUIT ON RAILROAD RIGHT OF WAY
3 CONDUCTORS AND GROUND WIRE
- PHILADELPHIA ELECTRIC CO. POLES IN SITU AT TIMES TO WHICH RAILROAD FACILITIES ARE ATTACHED.
STRUCTURES AND GROUND WIRES TO BE MAINTAINED BY THE PHILADELPHIA ELECTRIC CO.
- POLES TO BE INSTALLED, OWNED AND MAINTAINED BY THE PHILADELPHIA ELECTRIC CO.

REVISED TO INCLUDE 230 KV LINE
 1/22/22
 PHILA. ELECT. CO. DATE CHIEF ENGINEER P.C. G. DATE

PHILA. ELEC. CO. WILMINGTON BRANCH
EXHIBIT - A
THE PENN. CENTRAL TRANSPORT
EASTERN REGION HAI
 PLAN TO ACCOMPANY AGREEMENT WITH THE PHILADELPHIA TRANSMISSION LINES ON PROPERTY OF THE PENN. CENTRAL CIRCUIT, 3-PHASE, 138 KV, 3-WIRE, 136,000 CM ACSS. ONE (1) CIRCUIT 3-PHASE, 230 KV, 3 WIRE, 1,500,000 CM COPPER GROUND WIRES ARE IN A POINT 50 FT SOUTH OF EL TWENTY BANK AVE PHILADELPHIA, PA. ALONG THE CITY'S COMPANY TO ELECTRIFICATION STRUCTURES IN (2) WE ALONG THE HEAT WASHINGTON BRANCH, CONNECTING AS DESCRIBED ABOVE AND TO BE 134,600 CM ACSS. GROUND WIRE IN WYOMING COUNTY, PENNSYLVANIA, APPROXIMATELY 183 SUBSTATION OF THE PHILADELPHIA ELECTRIC COMPANY.
 SCALE: 1" = 1000 FT. **45 FF-17** OFF. CA. R. 2

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ANNUAL RENTAL FOR FIRST YEAR OF INITIAL TERM

Exhibit "B"

- X -

EXECUTION COPY

Annual Rental for First Year of Initial Term

480 ROW	\$ 519,500
412 ROW and 417 ROW	\$ 374,000
414 ROW	\$ 888,500
TOTAL	\$ 1,782,000

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INSURANCE REQUIREMENTS

Exhibit "C"

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INSURANCE REQUIREMENTS

1. Workers' compensation insurance.

Not less than \$1,000,000 per accident.

2. Commercial general liability insurance.

\$2,000,000 combined single limit (bodily injury and property damage) per occurrence with not less than \$6,000,000 annual aggregate. Must have CG2417 endorsement or equivalent.

3. Commercial automobile liability insurance.

\$2,000,000 combined single limit per occurrence.

4. Railroad protective liability insurance (RRPL).

\$2,000,000 combined single limit per occurrence with not less than \$6,000,000 annual aggregate.

5. Pollution liability insurance.

\$2,000,000 combined single limit per occurrence.

* * * *

PECO shall provide SEPTA with copies of a certificate of insurance or self-insurance letter demonstrating compliance with these requirements upon request. SEPTA must be listed as the additional insured on all applicable liability coverage excluding workers compensation with respect to this License Agreement. Workers' compensation must provide a waiver of subrogation. Each policy shall state that the insurance provided to the additional insured is primary and non-contributory to any other insurance available to the additional insured. SEPTA must be the certificate holder and it should be noted on the Insurance Certificate and Policies. SEPTA reserves the right to make reasonable changes to the Insurance Requirements to reflect current market conditions. SEPTA will give PECO 60 days' written notice of any change thereto.

The address of the Enterprise Risk Management Department is:

Program Manager
Enterprise Risk Management Department
1234 Market Street, 6th Floor
Philadelphia, PA 19107-3780